

**DION &
GOLDBERGER**
ATTORNEYS AT LAW

Samuel A. Dion
Member of PA and NJ Bar

Benson I. Goldberger
Member of PA Bar

Philadelphia Office:
1616 Walnut Street
Suite 1100
Philadelphia, PA 19103
(215) 546-6033
Toll Free (800) 546-6726
Fax (215) 546-6269
Website www.dionandgoldberger.com

New Jersey Office:
40 Chelsea Court
Atlantic City, NJ 08401

August 18, 2010

United States District Court
For the District of New Jersey
Office of the Clerk of Court
Mitchell H. Cohen Building & U.S. Courthouse
4th & Cooper Streets Room 1050
Camden, NJ 08101

Re: Tapal Sarker vs. Trump Entertainment Resorts, Inc. d/b/a Trump Plaza Hotel and Casino
Filing of a Civil Action Complaint

Dear Sir/Madam:

Enclosed please find an original and a copy of the complaint in the above-referenced matter including a check for \$350.00, a PDF, and a self-addressed stamped envelope. Kindly time-stamp the copy and send it back to us in the envelope.

Thank you for your courtesy and assistance in this matter.

Very truly yours,



Sarah Heidke
Legal Assistant

Enclosure w/SASE
Via regular mail

RECEIVED

AUG 19 2010

MAILED
AUG 19 2010

JS 44 (Rev. 12/07, NJ 5/08)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Tapal Sarker

(b) County of Residence of First Listed Plaintiff Atlantic

(c) Attorney's (Firm Name, Address, Telephone Number and Email Address)

Dion & Goldberger, 1616 Walnut St., Ste. 1100, Philadelphia, PA 19103, (215) 546-6033, samueldion@aol.com

DEFENDANTS

Trump Entertainment Resorts, Inc. d/b/a Trump Plaza Hotel and Casino

County of Residence of First Listed Defendant Atlantic

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|----------------------------|---|---------------------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause: FMLA

AUG 19 2010

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S)**

(See instructions):

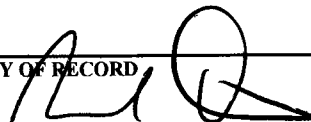
JUDGE

DOCKET NUMBER

Explanation:

DATE

SIGNATURE OF ATTORNEY OF RECORD



UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

TAPAL SARKER

:

: No.

VS.

:

JURY TRIAL DEMANDED

TRUMP ENTERTAINMENT RESORTS,
INC. d/b/a TRUMP PLAZA HOTEL :
AND CASINO

CIVIL ACTION COMPLAINT

1. The Plaintiff, Tapal Sarker, is an adult individual who resides at 210 North Texas Avenue, Atlantic City, NJ 08401.

2. The defendant, Trump Entertainment Resorts, Inc. d/b/a Trump Plaza Hotel and Casino, is a corporation which conducts business in the State of New Jersey and has a place of business located at The Boardwalk at Mississippi, Atlantic City, NJ 08401.

AUG 19 2010

Jurisdiction

3. This matter has federal jurisdiction pursuant to the Family and Medical Leave Act of 1993 (hereinafter "FMLA"), 29 U.S.C. Section 2601, et seq.

Facts

4. Plaintiff was first employed by defendant on May 1, 2006 as a Bar Porter.

5. Between January 2, 2009 and March 29, 2009, plaintiff was on approved personal leave to visit family members in Bangladesh. (Exhibit A).

6. On March 10, 2009, plaintiff was diagnosed with enteric fever by Dr. Shankha Greeb Sarker, M.B.B.S., a general physician in Bangladesh.

7. On March 12, 2009, plaintiff faxed a "Certification of Health Care Provider form" to defendant. (Exhibit B). This Certification was dated March 10, 2009 and was signed by Dr. Sarker, and it confirmed the plaintiff's diagnosis of enteric fever and indicated that plaintiff could return to work on May 10, 2009.

8. On March 18, 2009, defendant responded to plaintiff's transmittal of his Certification with a letter requesting plaintiff to submit a "Certification of Health Care Provider form" to defendant by April 1, 2009. (Exhibit C).

9. The March 18, 2009 letter was mailed to plaintiff's home despite that he was in Bangladesh.

10. Being that plaintiff had already submitted a "Certification of Health Care Provider form" to defendant on

March 12, 2009, plaintiff had already complied with the requirement of defendant's March 18, 2009 letter.

11. On May 2, 2009, plaintiff returned from Bangladesh and found the March 18, 2009 letter in his mail. Also in the same batch of mail was a letter dated March 17, 2009 from defendant which requested plaintiff to return to work on April 1, 2009. (Exhibit D). This was the very first time that plaintiff had seen the defendant's March 18, 2009 and March 17, 2009 letters.

12. On or about May 5 or 6, 2009, plaintiff went into defendant's premises and brought his March 10, 2009 Certification to his supervisor Heider and indicated that he was ready to return to work per the certification that he had previously submitted. Heider directed plaintiff to speak to his other supervisor Jennifer when she returned to the workplace.

13. On or about May 6, 2009, plaintiff went to the post office to pick up a certified letter that the mailman had attempted to deliver to his home while he was away in Bangladesh. Plaintiff was shocked to see a letter dated April 9, 2009 notifying him that he was terminated for purported "voluntary resignation." (Exhibit E).

14. Thus from March 12, 2009 through May 10, 2009, plaintiff suffered from medical conditions that qualify as a serious health condition pursuant to the FMLA.

15. The defendant was, at all times material hereto, an

"employer" pursuant to the FMLA in that it was engaged in commerce and employed 50 or more employees.

16. On March 12, 2009, plaintiff was an eligible employee under the FMLA because he was employed by defendant and its predecessors for more than one year and he worked at least 1250 hours in the 12 months prior to March 12, 2009. On March 12, 2009, plaintiff was entitled to take up to 12 work weeks of FMLA leave in that he had not taken any FMLA leave in the previous 12 months.

17. Between about March 12, 2009 and May 10, 2009, plaintiff took protected leave for enteric fever (Typhoid). Plaintiff provided notice of the aforesaid intermittent FMLA leave as soon as practicable and he made diligent and good faith efforts to deliver a requested certification within the prescribed time period pursuant to FMLA Regulation 29 CFR 825.305 (b).

COUNT 1- FMLA

18. Plaintiff incorporates by reference paragraphs 1-17 below.

19. The doctors that treated plaintiff in December 2007 were health care providers as defined by the FMLA.

20. Plaintiff was diagnosed with a serious health condition which rendered him unable to perform the functions of his

position, and he was placed on a plan of continuing treatment by his health care providers including prescription medication and bed rest.

21. On or about April 9, 2009, plaintiff's employment was terminated by defendant purportedly because he failed to return to work by April 1, 2009. The defendant's proffered reason for plaintiff's termination was untrue and/or unlawful, because plaintiff had made the requisite diligent and good faith efforts request FMLA leave and to provide a Certification pursuant to FMLA. Moreover, defendant had no reason to believe that plaintiff was not entitled to FMLA leave because it received the completed "Certification of Health Care Provider form" before April 2, 2009, as it requested in its letter date March 18, 2009.

22. Defendant also acted in an unreasonable manner by ignoring the fact that the plaintiff had submitted a "Certification of Health Care Provider form" to support his request for FMLA leave on March 12, 2009.

23. Defendant and its agents violated the FMLA by terminating plaintiff because he exercised his rights under the FMLA and took FMLA leave.

24. Defendant and its agents violated the FMLA by refusing to permit plaintiff to return from FMLA leave.

25. Defendant and its agents violated the FMLA by preventing him from returning to work after his FMLA leave ended.

26. As a direct result of defendant's unlawful termination of plaintiff's employment as described herein above, plaintiff has suffered and will continue in the future to suffer actual damages in the form of lost pay, lost bonuses, lost benefits and other financial losses. Plaintiff has engaged in great efforts to mitigate his damages by searching for new employment, but he has been unsuccessful in his efforts to find equivalent employment to date.

27. Plaintiff is entitled to liquidated damages in an amount which is 2 times actual damages because defendant and its agents intentionally, and/or in bad faith, violated the FMLA.

28. Plaintiff is entitled to recover reasonable attorneys fees and costs associated with the prosecution of this lawsuit.

29. Plaintiff is entitled to recover interest and other economic damages on any award of damages he recovers in this matter.

30. Plaintiff is entitled to reinstatement of his employment.

WHEREFORE, plaintiff demands that judgment be entered in his favor against defendant for lost pay, lost bonuses, lost benefits, other financial losses, liquidated damages equal to 2 times actual damages, attorneys fees, costs, interest on any such award, reinstatement of employment and any other relief that this Honorable Court deems to be fair and proper.

/s/ Samuel A. Dion

Samuel A. Dion, Esq.
Dion & Goldberger
1616 Walnut Street
Suite 1100
Philadelphia, PA 19103
215-546-6033
Samueldion@aol.com
Attorney for Plaintiff

EXHIBIT A

Memorandum

To: Tapal Sarker
CC: Tony Sanza, Cheryl Brantley
From: Jennifer Nikander
Date: 12/2/2008
Re: Personal Leave

Tapal, you recently submitted to me a request for a personal leave of absence beginning 12/29/08 – 3/29/09. Knowing that New Year's Eve is one of our busiest nights of the year I am denying your request. However, I can grant leave beginning 1/2/09 and you would need to return 3/16/09. If you wish to take this time please resubmit new leave of absence paperwork reflecting the authorized dates.

If you have any questions please feel free to reach out to me.

EXHIBIT B

SUCCESSFUL FAX

The following fax

Customer No. : 66661

Reference No. : 1686780241

Billing Code : 66661

Sent At : 12/03/2009 09:07:11 AM (GMT-5:00)

Pages : 2

Duration : 258

Your Fax To : 16094416138

Certification of Health Care Provider

This form must be filled out completely. The patient may be requested to get a second opinion from another health care provider.

1. Tapal Sarker 102718 DD/MM/YY.
Employee's Name Employee # Relationship to Employee

2. 1st Day of Lost Time _____ Date Condition Commenced 10/3/09 Estimated Date of Return 10/5/09.

3. The list below describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition¹ qualify under any of the categories described? If so, please check the applicable category.

A "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:

____ 1. **Hospital Care:** Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity² or subsequent treatment in connection with or consequent to such inpatient care.

____ 2. **Absence Plus Treatment:** A period of incapacity² of more than three consecutive calendar days (including any subsequent treatment or period of incapacity² relating to the same condition), that also involves: (a) Treatment³ two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider, or (b) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment⁴ under the supervision of the health care provider.

____ 3. **Pregnancy:** Any period of incapacity² due to pregnancy, or for prenatal care.

____ 4. **Chronic Conditions Requiring Treatment:** A chronic condition which: (a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) May cause episodic rather than a continuing period of incapacity² (e.g., asthma, diabetes, epilepsy, etc.).

____ 5. **Permanent/Long-term Conditions Requiring Supervision:** A period of incapacity² which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

____ 6. **Multiple Treatments (non-Chronic Conditions):** Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity² of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

4. Describe the medical facts which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories: Pt. has been suffering from fever from 7/3/09 & abdominal pain with loose motion. After clinical examination He was diagnosed a case of Enteric fever. He came above these complaints on 10/3/09. He is under my treatment. He needs forty five days to sixty days for complete cure.

5. Will it be necessary for the employee to take work only intermittently or to work on a less than full schedule as a result of the condition (including for treatment described in Item 7)? ____ YES NO NO

a. If yes, give the probable duration: _____

6. If the condition is a chronic condition (condition #4) or pregnancy, state whether the patient is presently incapacitated² and the likely duration and frequency of episodes of incapacity²: N/A.

1. Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.

2. "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

3. Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

4. A regimen of continuing treatment includes, for example, a course of prescription medication (e.g. an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bedrest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

20006

7. If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments: N/A
8. If the patient will be absent from work or other daily activities because of treatment on an intermittent or part-time basis, also provide an estimate of the probable number and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any: N/A
9. If any of these treatments will be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatments: N/A
10. If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment): Amoxicillin (500mg) b.i.d., Ranitidine (150mg) b.i.d., Tab Paracetamol (650mg), Tab Multivitamin
11. Is employee able to perform work of any kind? NO YES NO (If NO skip item #12.)
12. If able to perform some work, is employee unable to perform one or more of the essential functions of the employee's job (the employee or employer should supply you with information about the essential job functions)? YES NO
If yes, please list the essential functions the employee is unable to perform and how long they will be unable to perform those functions: _____
13. If neither 11 or 12 applies, is it necessary for the employee to be absent from work for treatment? YES NO
- FOR CERTIFICATION RELATING TO CARE FOR THE EMPLOYEE'S SERIOUSLY-ILL FAMILY MEMBER, COMPLETE ITEMS 14-17 BELOW AS THEY APPLY TO THE FAMILY MEMBER.**
14. If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety, or for transportation? _____
15. If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery? _____
16. If the patient will need care only intermittently or on a part time basis, please indicate the probable duration of this need: _____

TO BE COMPLETED BY THE EMPLOYEE NEEDING FAMILY LEAVE TO CARE FOR A FAMILY MEMBER.

17. State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule: _____

Employee Signature: Tapal Sarker

Employee # 102718

Date 10-3-2009

ACKNOWLEDGEMENT	Physician/Practitioner Name: <u>DR. SHANKHA GREEB SARKER</u>		Telephone: <u>01819-398751</u>
	REG NO. A 34943		
	Type of Practice: <u>General Physician</u>		
	Address: <u>DR. SHANKHA GREEB SARKER</u> <u>MBBS</u> <u>Agar Road, Shree Mulya Road,</u> <u>Agar Road, Chhatrapati - 100</u>		
	Physician/Practitioner Signature: <u>[Signature]</u>		Date Signed: <u>10/3/09</u>
Must be personally signed by Physician/Practitioner			

EXHIBIT C

TRUMP

CASINO RESORTS

March 18, 2009

Tapal Sarker
1 Liberty Terrace
Atlantic City, NJ 08401

Dear Tapal,

The benefit office is in receipt of your Request for Leave of Absence extension starting March 17, 2009.

Company policy requires that employees requesting leave for their own serious health condition must submit a **Certification of Health Care Provider form, completed in full, by their healthcare provider.**

You have 15 days from this date of this notice to provide the above requested documentation. I have enclosed for your convenience a Certification of Health Care Provider form.

Accordingly, if your department does not receive the above requested documentation by April 1, 2009, any absence(s) or tardiness is subject to disciplinary action accordance with the Trump Absenteeism and Tardiness Policy.

If you have any questions, please feel free to call Christine McCallister at 609-449-6802 or the Benefit Office at 609-449-5800.

Sincerely,
Benefit Office

c: Department
Employee Relations
Benefit file

TRUMP TAJ MAHAL
Atlantic City, NJ

TRUMP MARINA
Atlantic City, NJ

TRUMP PLAZA
Atlantic City, NJ

EXHIBIT D



March 17, 2009

Tapal Sarker
1 Liberty Terrace
Atlantic City, NJ 08401

Dear Tapal,

This letter is to serve as a reminder that your personal leave of absence expires on March 29, 2009. We would like for you to report to the Benefits office at least five days before your leave expires to receive a work clearance slip. You will be expected to return to work on April 1, 2009.

Any questions or concerns please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Nikander".

Jennifer Nikander
Beverage Manager
(609)441-6025

Cc: Cheryl Brantley
Benefits

EXHIBIT E



April 9, 2009

Tapal Sarker
1 Liberty Terrace
Atlantic City, NJ 08401

Tapal,

Several weeks ago you were mailed a notification reminding you of your scheduled date of return from your personal leave of absence. We advised you that if you did not contact us by March 27, 2009 it would be considered a voluntary resignation. As of the date of this letter we have not heard from you. Therefore we are terminating your employment with Trump Plaza effective March 28, 2009 as a voluntary resignation, no notice.

Sincerely,

Jennifer Nikander
Beverage Manager

Cc: Tony Sanza
Cheryl Brantley
Benefits

AUG 19 2009